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**FEDERAL ELECTION COMMISSION**  
**999 E Street, N.W.**  
**Washington, D.C. 20463**

**FIRST GENERAL COUNSEL'S REPORT**

**CELA**

MUR 6592

DATE OF COMPLAINT: June 5, 2012

DATE OF NOTIFICATIONS: June 19, 2012

LAST RESPONSE RECEIVED: August 8, 2012

DATE ACTIVATED: November 2, 2012

EXPIRATION OF SOL:

(earliest) August 3, 2015

(latest) May 6, 2017

**COMPLAINANT:**

Stephen Bough

**RESPONDENTS:**

Jacob Turk

Jacob Turk for Congress and Tim Luke in his  
official capacity as Treasurer

Donna Turk

CBS Outdoor

Jamie Barker Landas

Ranch Entertainment, Inc.

Jan Sindt

Garmin International

Dennison Development Corp.

Missouri Right to Life

Lone Summit Ranch Catering

Belton Community Center (Belton Parks and  
Recreation)

Clarion Hotel (Hulsing Enterprises)

Tropical Sno (Pioneer Family Brands, Inc.)

**RELEVANT STATUTES  
AND REGULATIONS:**

2 U.S.C. § 431(2)

2 U.S.C. § 434(b)

2 U.S.C. § 439a(b)

2 U.S.C. § 441a(f)

2 U.S.C. § 441b(a)

2 U.S.C. § 441d

2 U.S.C. § 441g

2 U.S.C. § 441i(e)

11 C.F.R. § 100.75

11 C.F.R. § 100.77

11 C.F.R. § 101.1(a)  
11 C.F.R. § 109.21  
11 C.F.R. § 110.11(f)

**INTERNAL REPORTS CHECKED:** None

**FEDERAL AGENCIES CHECKED:** None

## **I. INTRODUCTION**

The Complaint makes numerous allegations against Jacob Turk for Congress and Tim Luke in his official capacity as treasurer (collectively, the "Turk Committee"), the principal campaign committee of Jacob Turk, a candidate for Congress in Missouri's 5th congressional district in the 2006, 2008, 2010, and 2012 elections, as well as allegations against other individuals and entities. For the reasons stated below, we recommend that the Commission either find no reason to believe that any of the Respondents violated the Act or dismiss the allegations set forth in the Complaint.

## **II. ALLEGATIONS AND ANALYSES**

### **A. Alleged Failure to File a Statement of Candidacy for the 2012 Elections**

The Complaint alleges that Turk failed to file a timely 2012 Statement of Candidacy.<sup>1</sup> Candidates must file a Statement of Candidacy within 15 days of becoming a candidate,<sup>2</sup> which is triggered when an individual receives contributions aggregating in excess of \$5,000 or has made expenditures aggregating in excess of \$5,000.<sup>3</sup> Turk has been a candidate in the 2006, 2008, 2010, and 2012 elections, and the Turk Committee has filed disclosure reports relating to each of those election cycles.

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<sup>1</sup> See Compl. at 1.

<sup>2</sup> See 11 C.F.R. § 101.1(a).

<sup>3</sup> See 2 U.S.C. § 431(2).

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1           The Turk Committee first disclosed that it received more than \$5,000 in contributions or  
2   made more than \$5,000 in disbursements for the 2012 election in its 2011 Year End Report, filed  
3   January 30, 2012. The Turk Committee asserts that it filed a "campaign candidacy update" in  
4   2011 indicating that it had appointed a new treasurer, which it claims to have believed effectively  
5   served as a Statement of Candidacy for the 2012 election.<sup>4</sup> While it is not clear to which 2011  
6   document the Response was referring, the Turk Committee filed an Amended FEC Form 1  
7   Statement of Organization on January 24, 2012, that identified its new treasurer.

8           On May 14, 2012 — 22 days before the Complaint was filed — the Commission's  
9   Reports Analysis Division ("RAD") notified Turk that he had 30 days to either file a Statement  
10   of Candidacy for the 2012 election or to disavow disclosed activity that surpassed the \$5,000  
11   candidacy threshold.<sup>5</sup> On May 25, 2012 — 11 days before the Complaint was filed — Turk filed  
12   a Statement of Candidacy.<sup>6</sup> Although Turk may have filed the form late, Turk nonetheless had  
13   been timely disclosing his 2012 activity and promptly filed his Statement of Candidacy when  
14   notified by RAD that he must do so — and did so before the complaint was filed. Accordingly,  
15   we recommend that the Commission exercise its prosecutorial discretion and dismiss the

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<sup>4</sup>       See Turk Comm. Resp. at 1. The substance of the Turk Committee's Response is in a 7-page chart attached to a cover letter. Accordingly, page references to the Turk Committee's Response in this Report shall refer to the pages of the chart.

<sup>5</sup>       See Letter from Nataliya Ioffe, RAD Authorized Branch Chief, FEC, to Jacob Turk (May 14, 2012). RAD sent a similar letter to Turk on in 2009 regarding the Turk Committee's disclosed contributions and disbursements that indicated Turk may have been a 2010 election candidate and asking that Turk either file a Statement of Candidacy or disavow the disclosed activity within 30 days. See Letter from Madelynn Lane, RAD Authorized Branch Chief, FEC, to Jacob Turk (Oct. 22, 2009). Turk filed his 2010 Statement of Candidacy on January 25, 2010. See Jacob Turk Statement of Candidacy (Jan. 25, 2010).

<sup>6</sup>       See Jacob Turk Statement of Candidacy (May 25, 2012).

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1 allegation that Turk violated 11 C.F.R. § 101.1(a) by failing to timely file a statement of  
2 candidacy but issue a letter of caution.<sup>7</sup>

3 **B. Alleged Violations Related to Turk Committee Billboards**

4 The Complaint makes four allegations related to the Turk Committee's billboard  
5 advertising, which appears to have been contracted through a vendor called CBS Outdoor.

6 First, the Complaint alleges that the Turk Committee "continually fails to report  
7 expenditures." Specifically, it alleges the Turk Committee installed "thousands of dollars of  
8 billboards" in 2011 but reported no billboard expenditures in 2011, and that the \$6,100 in  
9 expenditures that the Turk Committee disclosed for billboard advertising in 2012 "appears to  
10 only reflect a portion of the billboards installed."<sup>8</sup> The Complaint provides no basis for its  
11 allegations. Failing to accurately report receipts or disbursements violates 2 U.S.C. § 434(b). If  
12 CBS Outdoor had provided the billboards at less than market value, that action may have  
13 constituted a prohibited corporate contribution in violation of 2 U.S.C. § 441b(a).

14 The Turk Committee contends that it accurately disclosed its billboard expenditures.<sup>9</sup>  
15 CBS Outdoor responded by providing a \$2,500 invoice for the Turk Committee's billboard  
16 purchases that it sent to the Turk Committee on December 8, 2011, as well as other invoices in  
17 2012, the aggregate cost of which was \$6,181. Additionally, CBS Outdoor submitted an  
18 affidavit explaining the basis of the rates it charged the Turk Committee and asserting that it did  
19 not give the Turk Committee a discount.<sup>10</sup> Because the allegation is vague and speculative, and  
20 CBS Outdoor provided information refuting the allegation that is specific, credible, and

<sup>7</sup> See *Heckler v. Chaney*, 470 U.S. 821 (1985).

<sup>8</sup> See Compl. at 1.

<sup>9</sup> See Turk Comm. Resp. at 1.

<sup>10</sup> See CBS Outdoor Resp. at Exh. B.

1 supported by a sworn statement, we recommend that the Commission find that there is no reason  
2 to believe the allegation that the Turk Committee violated 2 U.S.C. § 434(b) by failing to  
3 disclose expenditures for billboards, or that CBS Outdoor made, and the Turk Committee  
4 received, prohibited corporate contributions in the form of free or discounted billboards from  
5 CBS Outdoor in violation of 2 U.S.C. § 441b(a).

6 Second, the Complaint alleges that an unnamed "billboard industry executive has  
7 indicated that he was directly approached by a group . . . of [unnamed] business owners to  
8 purchase billboards on behalf of 'Turk for Congress'"<sup>11</sup> and that "[t]his is again failure [*sic*] to  
9 report a donation as an in-kind contribution, accepting a corporate contribution *if* these purchases  
10 were paid by a[n] [unnamed] company, or *possibly* [unnamed] donors exceeding the maximum  
11 allowable contribution levels."<sup>12</sup>

12 The Turk Committee responds that the allegation was unsubstantiated hearsay and "may  
13 not be an infraction at all,"<sup>13</sup> which seems to be a reference to the possibility that the business  
14 owners were discussing the making of an independent expenditure. Because the allegation is  
15 speculative and unsupported, we recommend that the Commission find no reason to believe the  
16 Turk Committee violated 2 U.S.C. § 434(b) by failing to disclose contributions connected with  
17 the billboards, or that the Turk Committee received prohibited corporate contributions in  
18 violation of 2 U.S.C. § 441b(a), or that the Turk Committee accepted excessive contributions in  
19 violation of 2 U.S.C. § 441a(f).

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<sup>11</sup> See Compl. at 1.

<sup>12</sup> See *id.* (italics added).

<sup>13</sup> See Turk Comm. Resp. at 1.

1 Third, the Complaint alleges that CBS Outdoor made, and the Turk Committee received,  
2 a prohibited corporate contribution because CBS Outdoor allowed billboards to remain in place  
3 beyond the period for which the Turk Committee paid.<sup>14</sup> CBS Outdoor responds that, with the  
4 exception of a "small number of cases," the Turk Committee's billboards were replaced within  
5 "a few days" of the end of the contract period.<sup>15</sup> And CBS Outdoor and the Turk Committee  
6 each respond that only some of the billboards stayed up beyond the contract period and  
7 contended that it is standard industry practice to leave billboards in place until replaced.<sup>16</sup> This  
8 suggests that any possible violation was both *de minimis* and inadvertent. Accordingly, we  
9 recommend that the Commission exercise its prosecutorial discretion and dismiss the allegation  
10 that CBS Outdoor made, and the Turk Committee received, prohibited corporate contributions in  
11 violation of 2 U.S.C. § 441b(a) due to CBS Outdoor leaving Turk Committee billboards in place  
12 beyond the contract period.

13 Fourth, the Complaint alleges that the Turk Committee's billboards failed to include a  
14 disclaimer (required by 2 U.S.C. § 441d) stating that the Turk Committee paid for them and that  
15 the disclaimer was not included within a box.<sup>17</sup> The Turk Committee responds that it included  
16 the appropriate disclaimers but some were not within a box. And this was a technical violation  
17 due to an oversight by its graphic designer.<sup>18</sup> CBS Outdoor also admits in its response that it

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<sup>14</sup> See Compl. at 2.

<sup>15</sup> See CBS Outdoor Resp. at 3; *id.*, Ex. B.

<sup>16</sup> See CBS Outdoor Resp. at 3; Turk Comm. Resp. at 2. The Turk Committee in its response to this allegation requested "an advisory opinion on this matter." Turk Comm. Resp. at 2. Commission regulations provide, however, that an advisory opinion request "set forth a specific transaction or activity that the requesting person *plans to undertake or is presently undertaking and intends to undertake in the future.*" 11 C.F.R. § 111.55 (*italics added*). A request as to past activity is not appropriate.

<sup>17</sup> See Compl. at 2.

<sup>18</sup> See Turk Comm. Resp. at 2.

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1 inadvertently obscured disclaimers on some of the Turk Committee's billboards.<sup>19</sup> The likely  
2 value of the violation is low, and the Commission has previously dismissed an alleged disclaimer  
3 violation where the available information indicated the violation was due to a vendor's error.<sup>20</sup>  
4 Accordingly, we recommend that the Commission dismiss the allegation that the Turk  
5 Committee violated 2 U.S.C. § 441d by failing to include disclaimers on its billboards.

6 **C. Alleged Improper Turk Committee Logo**

7 The Complaint alleges that the Turk Committee's logo, "Turk U.S. Congress," must have  
8 the word "for" in it (that is, "Turk for U.S. Congress"), otherwise it falsely indicates that Turk is  
9 currently a member of Congress.<sup>21</sup> The Complaint did not identify a provision of the Act or the  
10 Commission's regulations that the Committee violated. The Turk Committee responds that there  
11 is no such requirement in the Act and that Advisory Opinion 1986-11 (Mueller for Congress)  
12 addresses this issue.<sup>22</sup> There, the Commission concluded that the Act did not require the logo of  
13 the principal campaign committee for Margaret Mueller, "Margaret Mueller Congress," to  
14 include the word "for" in the name of a committee.<sup>23</sup> For the same reason, we recommend that  
15 the Commission find that there is no reason to believe that the Turk Committee's logo violated  
16 the Act.

17 **D. Alleged Mileage Reimbursements**

18 The Complaint alleges that the total amount of the Turk Committee's mileage  
19 reimbursements to Turk and his wife, Dona Turk, were excessive; therefore, it contends that the

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<sup>19</sup> See Compl. at 2.

<sup>20</sup> See Factual and Legal Analysis at 6-8, MUR 5991 (U.S. Term Limits).

<sup>21</sup> See Compl. at 2, 4.

<sup>22</sup> See Turk Comm. Resp. at 2.

<sup>23</sup> See generally Advisory Op. 1986-11.

1 Turks converted campaign funds to personal use in violation of 2 U.S.C. § 439a(b).<sup>24</sup> The Turk  
2 Committee responds that the disclosed reimbursements appeared to be high because they were  
3 for previous travel during the 2010 campaign, that it properly logged and accounted for them  
4 according to the relevant IRS regulations, and that it used the 2010 IRS standard deductible  
5 business expense reimbursement rate.<sup>25</sup> Because the allegation as to the number of miles  
6 travelled is speculative and unsupported, and the Turk Committee contends it used a standard  
7 reimbursement rate in effect at the time, we recommend that the Commission find that there is no  
8 reason to believe that Jacob Turk or Donna Turk violated 2 U.S.C. § 439a(b).

9 **E. Alleged Violations Related to Turk's Alleged Request Airline Tickets**

10 The Complaint alleges that Turk solicited supporters to give him free airline tickets for a  
11 personal vacation through a Facebook posting<sup>26</sup> on November 5, 2010, which, if true, would  
12 violate 2 U.S.C. § 439a(b). The Turk Committee responds that the posting was a joke.<sup>27</sup>  
13 Although it is unclear whether Turk's request was a joke, there is also no basis to conclude that  
14 the request was fulfilled. Unless the request was fulfilled, there was no violation. Accordingly,  
15 we recommend that the Commission find that there is no reason to believe that Turk or the Turk  
16 Committee violated 2 U.S.C. § 439a(b) with respect to Turk's alleged solicitation of airline  
17 tickets.

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<sup>24</sup> See Compl. at 2.

<sup>25</sup> See Turk Comm. Resp. at 3; *see also* IRS Rev. Proc. 2009-54 at 2 (providing that the standard mileage reimbursement rate in 2010 was 50 cents per mile).

<sup>26</sup> See Compl. at 2-3; *id.* at Ex. B (Turk stated "Donna and I could use a little getaway once we get this election certified. Anybody got extra plane tickets they're not using?").

<sup>27</sup> See Turk Comm. Resp. at 4.

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**F. Alleged Compensation of Three Campaign Employees in 2011**

The Complaint alleges that the Turk Committee failed to disclose any compensation for three campaign employees in 2011.<sup>28</sup> A committee's failure to disclose disbursements would constitute violations of 2 U.S.C. § 434(b). The Turk Committee responds that it had no employees in 2011 and that the allegation is based on one employee being quoted as saying he "will be working" for the Turk Committee in the future.<sup>29</sup> The support for the allegation is a blog post attached to the Complaint dated January 15, 2012, in which a Turk Committee employee stated that he was in Missouri where he "will be working for the next 10 months."<sup>30</sup> The statement itself is ambiguous and does not indicate that the employee worked in 2011. Because there is no information supporting the Complaint's contrary construction and the Turk Committee denies it, we recommend that the Commission dismiss the allegation that the Turk Committee violated 2 U.S.C. § 434(b) by failing to disclose employee compensation payments in 2011.

**G. Alleged Receipt of Free Legal Services or Non-Disclosure of Legal Expenses**

The Complaint alleges that the Turk Committee failed to disclose the receipt of free legal services from attorney Jamie Barker Landes or, if those services were not volunteered, that it failed to disclose the legal fees it paid Landes.<sup>31</sup> If true, the allegations would constitute violations of 2 U.S.C. § 434(b). The premise for the allegation is that Landes represents Donna Turk, Turk's wife, who is a plaintiff in a lawsuit.<sup>32</sup> The Turk Committee responds that Landes

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<sup>28</sup> See Compl. at 3.

<sup>29</sup> See Turk Comm. Resp. at 4.

<sup>30</sup> See Compl., Ex. C.

<sup>31</sup> See Compl. at 3.

<sup>32</sup> See *id.*

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1 was an attorney for Donna Turk in her individual capacity, not the Turk Committee.<sup>33</sup> Landes  
2 also asserts that she represented Donna Turk in her individual capacity and provided no legal  
3 services to the Turk Committee.<sup>34</sup> Given those responses, we recommend that the Commission  
4 find that there is no reason to believe that the Turk Committee violated 2 U.S.C. § 434(b) by  
5 failing to disclose an in kind contribution from, or payments for, legal services provided by  
6 Landes.

7 **H. Alleged Violations Related to the Faulkner Ranch Event**

8 The Complaint alleges that the Turk Committee failed to disclose an expenditure, or  
9 alternatively, received a corporate in-kind contribution in relation to an advertised event  
10 scheduled to be held at Faulkner's Ranch on March 31, 2012, and that it further failed to disclose  
11 an in-kind contribution for a donated White House Easter egg allegedly used as a prize at the  
12 event, "provided [that] the value [of the egg] yielded a contribution in excess of \$200[.]"<sup>35</sup>  
13 According to the Turk Committee, the planned event was cancelled and the donated Easter egg  
14 had a market value of \$19 to \$30<sup>36</sup> — well below the itemization threshold.<sup>37</sup> Faulkner Ranch  
15 responded, confirming that the event was never held and that it received no money from the Turk  
16 Committee.<sup>38</sup> Because the available information does not indicate that there was an event

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<sup>33</sup> See Turk Comm. Resp. at 4.

<sup>34</sup> See Landes Resp. at 1-2.

<sup>35</sup> See Compl. at 3.

<sup>36</sup> Resp. at 4-5. The Turk Committee's invitation to the event stated that the egg was from the 122nd annual White House Easter Egg Roll, which was held in 2000. See Compl., Ex. G; Deb Riechman, *White House Holds Easter Egg Roll*, ASSOCIATED PRESS, Apr. 24, 2000. We note that several such White House Easter Eggs are currently listed between \$16.99 and \$29.99 on eBay.

<sup>37</sup> See also 2 U.S.C. § 434(b)(3)(A) (requiring identification of persons whose total contributions to the committee exceed \$200, and the date and amount of any such contributions).

<sup>38</sup> See Faulkner Resp. at 1.

1 involving unreported contributions or expenditures, and the Turk Committee was not obligated  
2 to itemize the contribution of the White House Easter Egg, we recommend that the Commission  
3 find that there is no reason to believe that the Turk Committee failed to report an expenditure or  
4 receipt in connection with the alleged event at the Faulkner Ranch or the donated Easter Egg in  
5 violation of 2 U.S.C. § 434(b), or that it received a prohibited corporate contribution from the  
6 Faulkner Ranch for the alleged event in violation of 2 U.S.C. § 441b.

7 **I. Alleged Disclaimer Violations for Certain Campaign Materials**

8 The Complaint alleges that the Turk Committee failed to put its "paid for" disclaimers on  
9 certain campaign materials, or failed to put them in a box (copies or photos of which are attached  
10 to the Complaint as Exhibits H through O).<sup>39</sup> The Turk Committee responds that not all of the  
11 materials in question require disclaimers and that it has recently added boxes around its  
12 disclaimers where required.<sup>40</sup>

13 The Act requires that communications by an authorized political committee of a  
14 candidate include a disclaimer stating that the authorized political committee paid for the  
15 communication.<sup>41</sup> Disclaimers on printed communications "must be contained in a printed box  
16 set apart from the other contents of the communication."<sup>42</sup> Disclaimers, however, are not  
17 required to be printed on "[b]umper stickers, pins, buttons, pens, and similar small items upon  
18 which the disclaimer cannot be conveniently printed."<sup>43</sup> And the Commission has exercised its  
19 discretion to dismiss allegations predicated on communications that include disclaimers but fail

<sup>39</sup> See Compl. at 4 and Exhibits H-O.

<sup>40</sup> See Turk Comm. Resp. at 5.

<sup>41</sup> See 2 U.S.C. § 441d(a)(1).

<sup>42</sup> See 2 U.S.C. § 441d (c)(2).

<sup>43</sup> See 11 C.F.R. § 110.11(f).

1 to include a box around the disclaimer where the communications at issue contained sufficient  
2 identifying information to prevent the public from being misled as to who paid for them, the  
3 violation appeared to be technical in nature, and the committee took remedial action.<sup>44</sup>

4 Our analysis of the communications at issue is as follows:

- 5 • Exhibit H appears to be a business card for Mr. Turk that includes no disclaimer. The  
6 exception at 11 C.F.R. § 110.11(f) applies to such items, and therefore we recommend  
7 that the Commission find that there is no reason to believe that the Turk Committee  
8 violated 2 U.S.C. § 441d with respect to Turk's business card.  
9
- 10 • Exhibit I is a flyer that includes the statement "Paid for by Turk for Congress" but not  
11 within a box. We recommend that the Commission exercise its prosecutorial discretion  
12 and dismiss this allegation.  
13
- 14 • Exhibit J appears to be a bumper sticker that includes a statement that it was "Paid for by  
15 Turk for Congress," but not within a box. The exception at 11 C.F.R. § 110.11(f) applies  
16 and, therefore, the Commission finds no reason to believe that the Turk Committee  
17 violated 2 U.S.C. § 441d with respect to the bumper sticker in Exhibit J.  
18
- 19 • Exhibits K and L are newspaper ads that include statements that they were "Paid for by  
20 Jacob Turk for Congress," but not within boxes. We recommend that the Commission  
21 exercise its prosecutorial discretion and dismiss this allegation.  
22
- 23 • Exhibit M is a newspaper ad that does not appear to include a disclaimer — though the  
24 poor quality of the copy may obscure it. Handwriting on the exhibit indicates it is an ad  
25 from a local newspaper called the Examiner published on October 1, 2010. The  
26 Complaint does not indicate if the ad ran in only one day's paper or for a period of time.  
27 Information on the Examiner's website does not include ad rates, but it notes that the  
28 Examiner's circulation reaches "thousands" in eastern Jackson County, Missouri. Due to  
29 the limited circulation of the Examiner, the cost of the ad, and thus the amount in  
30 violation, is likely *de minimis* and we recommend that the Commission dismiss the  
31 allegation.  
32
- 33 • Exhibit N appears to be a printout of the Turk Committee's Facebook page on May 6,  
34 2012. The page includes a photograph of two people standing at what appears to be the  
35 Turk Committee's booth at the "Tougher Than Hell motorcycle ride."<sup>45</sup> It is not obvious  
36 which Turk Committee material the Complaint is targeting, but the booth appears to have  
37 a large Turk Committee sign in front of it and what appear to be a stack of yard signs.

<sup>44</sup> See, e.g. General Counsel's Report, MUR 6392 (Kelly for Congress).

<sup>45</sup> See Compl., Ex. N.

1 There is text on the signs that may be a disclaimer, but it is difficult to discern from the  
2 picture in Exhibit N. There may not be a box around the apparent disclaimer but, again,  
3 the picture is not of sufficient quality to be certain and the Complaint provides no  
4 guidance. Accordingly, we recommend that the Commission dismiss this allegation.  
5

- 6 • Exhibit O is a letter that appears to be on Turk Committee letterhead (the logo "Turk U.S.  
7 Congress" appears at the top of the letter) that was sent from Turk himself to his  
8 opponent on October 20, 2010, to challenge him to a debate. In context, it is clear from  
9 the letter that the Turk Committee paid for the letter and that Turk authorized it, and  
10 because it was only a single letter, its cost was *de minimis*. Accordingly, we recommend  
11 that the Commission dismiss the allegation as to this letter.<sup>46</sup>

#### 12 J. Alleged Failure to Disclose Expenditures for TV Ads

13 The Complaint claims that the Turk Committee failed to timely disclose TV ads that it  
14 allegedly purchased in the period covered by the 2010 Pre-General Report. Specifically, the  
15 Complaint contends that the Turk Committee reported a \$19,794 expenditure on August 3, 2010,  
16 after the fact.<sup>47</sup> The Complaint cites Exhibit P to the Complaint, which contains 28 pages of  
17 check copies, agreements between the Turk Committee and media companies, television station  
18 computer record printouts, and bank wire transfer records related to television ad time purchased  
19 by the Turk Committee that are dated in October 2010 and appear to relate to ads run during that  
20 month. There is nothing in Exhibit P related to an August 3, 2010, expenditure. The Turk  
21 Committee responds that Exhibit P upon which the Complaint relies itself refutes the claim, that  
22 it did not buy TV time before October 2010 (the period covered in that Report), and that "[a]ll  
23 TV advertising purchases were reported timely and properly."<sup>48</sup> We agree that the exhibit cited  
24 in the Complaint does not appear to support the claim and recommend that the Commission find

<sup>46</sup> See Factual and Legal Analysis at 20, MUR 6438 (Robinson for Congress); Factual and Legal Analysis at 10-12, MUR 6270 (Rand Paul).

<sup>47</sup> See Compl. at 4.

<sup>48</sup> See Turk Comm. Resp. at 5.

1 that there is no reason to believe that the Turk Committee violated 2 U.S.C. § 434(b) by  
2 misreporting expenditures for television ads as alleged in the Complaint.

3 **K. Alleged Corporate Contribution of a Garmin GPS Unit**

4 The Complaint identifies an in-kind contribution of a GPS unit from Jan Sindt, an  
5 individual employed by Garmin International, that was disclosed by the Turk Committee, and  
6 asks “whether this is simply a pass-through conduit of the corporate donation from Garmin  
7 Industries[?]”<sup>49</sup> The Complaint provides no support for its conclusion that the GPS unit may, in  
8 fact, have been contributed by Garmin rather than Sindt. The Turk Committee characterizes the  
9 allegation as speculative and asserts that the contribution was from Sindt, as it disclosed.<sup>50</sup>  
10 Garmin also responded to the Complaint and asserts that it did not contribute the GPS unit and  
11 included a supporting declaration from Sindt.<sup>51</sup> We therefore recommend that the Commission  
12 find that there is no reason to believe that Sindt or Garmin made, or the Turk Committee  
13 received, this alleged corporate in-kind contribution in violation of 2 U.S.C. § 441b(a).

14 **L. Alleged Corporate Contribution of a Vacation Rental**

15 The Turk Committee’s 2010 30 Day Post-General Election Report reflects two \$900 in-  
16 kind contributions from individual contributors on October 14, 2010, described as “In-kind Gift  
17 for Auction Vacation Condo Rental.”<sup>52</sup> The Complaint alleges that these contributors own a  
18 company, Dennison Developmant, and, therefore, “documentation needs to be secured reflecting  
19 private ownership of this vacation rental versus corporate ownership[.]”<sup>53</sup> The Turk Committee

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<sup>49</sup> See Compl. at 4.

<sup>50</sup> See Turk Comm. Resp. at 5.

<sup>51</sup> See Garmin Resp. at 1.

<sup>52</sup> See Amended Turk Comm. 2010 30 Day Post-General Election Report at 12 (Aug. 5, 2011).

<sup>53</sup> See Compl. at 4.

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1 asserts that the contributions were personal contributions of the business's owners.<sup>54</sup> One of the  
2 contributors also responded, asserting that they donated one week of a time share, worth \$1,000-  
3 \$1,200, that he personally had purchased.<sup>55</sup> We recommend that the Commission find no reason  
4 to believe that Dennison Development made, or the Turk Committee received, an in-kind  
5 corporate contribution in violation of 2 U.S.C. § 441b(a) for Turk's use of the time share.

6 **M. Alleged Corporate Contribution of Catering Services**

7 On its 2010 12-Day Pre General Election Report, the Turk Committee disclosed that on  
8 October 10, 2010, it received \$1,300 in catering services donated by John Gibson and \$2,100 in  
9 catering services donated by Judy Gibson.<sup>56</sup> The Complaint alleges that Judy Gibson is the sole  
10 owner of a business called Lone Summit Catering and, therefore, "John Gibson's in-kind  
11 donation is falsely disclosed [in violation 2 U.S.C. § 434(b)] and/or a corporate donation [in  
12 violation of 2 U.S.C. § 441b(a)] associated with facility rental of the Lone Summit Ranch  
13 estimated value of \$740 to \$1500."<sup>57</sup> The Turk Committee responds that the disclosed in-kind  
14 contributions were the personal contributions of the Gibsons but provides no support for this  
15 assertion.<sup>58</sup> The Commission notified Lone Summit Ranch Catering of the Complaint and  
16 provided it with a copy of the Complaint, but it did not respond.

17 There is insufficient information to recommend that the Commission find reason to  
18 believe that a corporation paid the costs of the Turk Committee's fundraiser or that John

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<sup>54</sup> See Turk Resp. at 5.

<sup>55</sup> See Fastnacht Resp. at 1.

<sup>56</sup> See Amended Turk Comm. 2010 12-Day Pre-Election Report at 8 (Aug. 4, 2011).

<sup>57</sup> See Compl. at 4-5.

<sup>58</sup> See Turk Comm. Resp. at 5.

1 Gibson's contribution amount was misreported.<sup>59</sup> Lone Summit Ranch Catering is the name  
2 used by VIP Property Management Co., Inc., which John and Judy Gibson own.<sup>60</sup> The Gibsons,  
3 along with Amber Riley, are also that corporation's officers.<sup>61</sup> Ms. Riley is also the person  
4 identified as the "Director of Catering and Events" in Lone Summit Ranch's brochure.<sup>62</sup> This  
5 may suggest that VIP Property Management Co., Inc. d/b/a Lone Summit Catering is the  
6 corporation through which the Gibsons provide catering and event services at the Lone Summit  
7 Ranch. Nevertheless, the Complaint provides no information supporting a conclusion that this  
8 corporation contributed its corporate assets to the Turk Committee's October 10, 2010,  
9 fundraiser at the Lone Summit Ranch, or refuting the allocation of the expenses between the  
10 Gibsons as disclosed by the Turk Committee.

11 We therefore recommend that the Commission exercise its prosecutorial discretion and  
12 dismiss the allegation that the Turk Committee or that Lone Summit Ranch Catering violated  
13 2 U.S.C. § 441b(a), or that the Turk Committee misreported the value of an in-kind contribution

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<sup>59</sup> We have no information about the attendance at the fundraiser or the specific amenities involved and, therefore, no basis to recommend that there is reason to believe that the total value of the disclosed contributions from the Gibsons is inaccurate. According to Lone Summit Ranch marketing materials, for events on Sundays such as the Turk Committee's October 10, 2010, fundraiser, Lone Summit Ranch currently charges \$750 to rent a location on its grounds, and charges a minimum of \$2,400 for food and beverages. See Attach. 1 (Lone Summit Ranch marketing brochure, one page of which is Exhibit R to the Complaint). Its standard catering options cost \$21.50 to \$34.50 per adult and it also offers a variety of optional bar packages, decoration rentals, entertainment, and activities. See *id.* Accordingly, the disclosed total value of the Gibsons' in-kind contributions of catering services, \$3,400, would appear to represent little more than the minimum charges (\$750 for the location + \$2,400 minimum for the catering = \$3,150). And the catering portion of the charges, \$2,400, would be sufficient for an event with as many as approximately 111 attendees (\$2,400 / \$21.50). The Complaint provided no information indicating that the event cost more than \$3,400, the total amount of the in-kind contributions from the Gibsons.

<sup>60</sup> The Complaint cites a Registration of Fictitious Name renewal form for Lone Summit Catering that identifies Judy Gibson as the sole owner of Lone Summit Catering. See Compl. at Ex. R. However, the original Fictitious Name form for Lone Summit Catering on file with the Missouri Secretary of State identifies Lone Summit Catering as a fictitious name used by VIP Property Management, Inc. See Attach. 2. The records on file with the Missouri Secretary of State for that corporation indicate that it is owned by John and Judy Gibson. See Attach. 3.

<sup>61</sup> See Attach. 3.

<sup>62</sup> See Attach. 1.

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1 in violation of 2 U.S.C. § 434(b), with regard to the Turk Committee's fundraiser at the Lone  
2 Summit Ranch on October 10, 2010.

3 **N. Alleged Failure to Disclose Utility Payments**

4 The Complaint alleges that the Turk Committee failed to disclose any utility payments  
5 and submits, at Exhibit S, one page of a document that appears to indicate that the Turk  
6 Committee had internet service commencing on September 1, 2010.<sup>63</sup> The Turk Committee  
7 responds that it occupied its headquarters office for less than two months and that its utility bills  
8 were less than the \$200 reporting threshold.<sup>64</sup> We recommend that the Commission find that  
9 there is no reason to believe that the Turk Committee violated 2 U.S.C. § 434(b) by failing to  
10 disclose utility payments.

11 **O. Alleged Failure to Disclose Contribution of a Newspaper Ad**

12 The Complaint alleges that the Turk Committee failed to disclose a contribution of a  
13 newspaper ad in the *Lake Lotawana Express* allegedly donated by Charles Falkenberg, a possible  
14 violation of 2 U.S.C. § 434(b).<sup>65</sup> According to the Complaint, the Turk Committee disclosed that  
15 Falkenberg contributed \$500 but did not disclose Falkenberg's contribution of the ad.<sup>66</sup> The  
16 exhibit to the Complaint supporting the allegation appears to be a copy of the ad, which  
17 advertises a fundraiser for Turk hosted at Falkenberg's residence and expressly advocates Turk's  
18 election ("Come to support Jacob and VOTE for him November 2"). The ad also includes a  
19 disclaimer stating "Paid for by Chuck Falkenberg[.]"<sup>67</sup>

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<sup>63</sup> See Compl. at 5, Ex. S.

<sup>64</sup> See Turk Comm. Resp. at 6.

<sup>65</sup> See Compl. at 5.

<sup>66</sup> See *id.*

<sup>67</sup> See *id.*, Ex. T.

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1 The Turk Committee responds that the ad cost less than \$200 and, therefore, it was not  
2 itemized but was aggregated and disclosed with other contributions by Falkenberg based on  
3 advice provided by the Commission's Information Division.<sup>68</sup> We have no information to the  
4 contrary, but the information available is also not dispositive. We note that the use of  
5 Falkenberg's residential premises as well as any invitations, food, or beverages he may have  
6 provided for the event may have been exempted from the definition of contributions by  
7 11 C.F.R. §§ 100.75, 100.77. Due to the likely *de minimis* amount in violation, if any, we  
8 recommend that the Commission dismiss the allegation that the Turk Committee failed to  
9 disclose a contribution for the ad in violation of 2 U.S.C. § 434(b).

10 **P. Alleged Coordination of Communications with Missouri Right to Life**

11 The Complaint alleges that the Turk Committee received a contribution as a result of a  
12 coordinated communication by "a state qualified [PAC]."<sup>69</sup> Payments for coordinated  
13 communications within the meaning of the Commission's regulations are treated as in-kind  
14 contributions to the candidate or political committee with whom the communication is  
15 coordinated.<sup>70</sup> The factual foundation for this allegation is the Complaint's assertion that the  
16 Turk Committee's website and a Missouri Right to Life ad "clearly demonstrates a mirror image  
17 of topics, words, phrases, and characterizations reflecting direct and specific coordination  
18 between" the two organizations.<sup>71</sup> In support of this allegation, the Complaint cites Exhibit U,

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<sup>68</sup> See Turk Comm. Resp. at 6.

<sup>69</sup> See Compl. at 4-5. The Complaint did not specify exactly which provision of the Act the Turk Committee or Missouri Right to Life would have violated or the alleged value of the violation. Arguably, if the two entities coordinated communications, the resulting contribution to the Turk Committee may have constituted undisclosed, corporate, or excessive contributions, or some combination thereof.

<sup>70</sup> See 11 C.F.R. § 109.21.

<sup>71</sup> See Compl. at 5.

1 which appears to be a photograph of a Missouri Right to Life ad that compares the positions of  
2 Turk and his opponent regarding abortion, and Exhibit V, which appears to be pages from the  
3 Turk Committee's website that contrast Turk and his opponent.

4 The Turk Committee responds that the allegation was speculative and denied it, noting  
5 that the content on its website could have been copied by Missouri Right to Life.<sup>72</sup> Missouri  
6 Right to Life responds that its ads predated the material published on the Turk Committee  
7 website and, at any rate were not identical to the content of the Turk Committee's website.<sup>73</sup>  
8 Each communication addressed aspects of the candidates that the other does not, and their  
9 alleged overlap, if any, was limited.<sup>74</sup> Finally, Missouri Right to Life contends that the  
10 Complaint failed to allege facts satisfying the conduct prong of the Commission's coordination  
11 regulations at 11 C.F.R. §109.21(d).<sup>75</sup>

12 There is nothing inherently novel about ads that compare rival candidates' positions on  
13 issues, and there is no substantial similarity between the content of the Missouri Right to Life ads  
14 and the subsequent Turk Committee statement on its website, with the possible exception of the  
15 generic statements that Turk "Supports adult stem cell research" and that his opponent "Supports  
16 embryonic stem cell research." The context of the communications differs substantially —  
17 Missouri Right to Life took out a print ad in a newsletter while Turk's comments were presented  
18 on his website, and the Missouri Right to Life's ad focused exclusively on whether Turk would  
19 "protect human life." Missouri Right to Life claims its ad first appeared a month before "the

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<sup>72</sup> See Turk Comm. Resp. at 6.

<sup>73</sup> See Missouri Right to Life ("MRTL") Resp. at 2.

<sup>74</sup> Compare Compl. Exh. U (MRTL ad comparing Turk's positions to those of his opponent), with Compl. Exh. V (Turk Committee website comparing Turk's positions to those of his opponent; the only overlapping topics addressed in the two communications were their positions on stem cell research/cloning and abortion restrictions).

<sup>75</sup> See MRTL Resp. at 1-3.

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1 date listed for the Turk for Congress web page.”<sup>76</sup> The language that comes closest to  
2 overlapping is generic. Standing alone, there is insufficient similarity to reasonably infer  
3 coordination between Missouri Right to Life and the Turk Committee. Accordingly, there is no  
4 reason to believe the allegation satisfies any of the means of coordination identified in the  
5 conduct standard of the Commission’s coordinated communications regulation at 11 C.F.R. §  
6 109.21(d).

7 The Complaint also alleges that Missouri Right to Life paid for the ad using state PAC  
8 funds rather than federal PAC funds.<sup>77</sup> Missouri Right to Life denies the allegation and  
9 submitted an affidavit explaining where to find its payments for the ad in its federal committee’s  
10 disclosure reports.<sup>78</sup>

11 For these reasons, we recommend that the Commission find that there is no reason to  
12 believe that the Turk Committee received an impermissible or undisclosed contribution from  
13 Missouri Right to Life through publication of the ad identified in the Complaint.

14 **Q. Alleged Solicitation of Contributions for State Candidates**

15 The Complaint alleges that Turk “failed to appropriately disclose a federal candidate  
16 raising money for a state/local candidate and using federal campaign resources to directly benefit  
17 a state/local candidate.”<sup>79</sup> Exhibit X to the Complaint appears to be an emailed invitation to a  
18 non-federal fundraiser at Turk’s house on January 13, 2011. The invitation indicates that the  
19 fundraiser was for a candidate for the Missouri state senate. It also includes two Facebook  
20 postings advocating the election of the same state senate candidate, as well as candidates for

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<sup>76</sup> See MRTL Resp. at 2.

<sup>77</sup> See Compl. at 5.

<sup>78</sup> See MRTL Resp. at 3-4.

<sup>79</sup> See Compl. at 5.

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1 Kansas City mayor and city council and for mayor of Grandview. The invitation to the  
2 fundraiser includes a disclaimer stating "Paid for by Turk for Congress, Jim McIntosh,  
3 Treasurer," while the Facebook postings were apparently made using the Turk Committee's  
4 account.<sup>80</sup> The Turk Committee responds that if there was a violation, it was unintentional, and  
5 that Turk hosted the event in his home after he lost the 2010 election and, therefore, he was no  
6 longer a candidate at the time.<sup>81</sup>

7 Federal candidates may not "solicit, receive, direct, transfer, or spend funds in connection  
8 with any election other than an election for Federal office or disburse funds in connection with  
9 such an election unless the funds" comply with the Act's amount limitations, source prohibitions,  
10 and reporting requirements.<sup>82</sup> More importantly, Turk's loss of the election would have ended  
11 his 2010 candidacy for the purposes of the prohibition, and, as of the time of the fundraiser, Turk  
12 had neither raised more than \$5,000 in receipts nor made more than \$5,000 in expenditures for  
13 the 2012 election according to the Turk Committee's disclosure reports; therefore, Turk was not  
14 yet a 2012 candidate either. Accordingly, we recommend that the Commission find no reason to  
15 believe that Turk violated 2 U.S.C. § 441i(e) for his alleged support and endorsements of the  
16 state and local candidates.

17 **R. Alleged Failure to Disclose Expenditures or Receipt of Corporate**  
18 **Contributions in Connection with Facility Rentals**

19 The Complaint alleges that the Turk Committee failed to disclose rental payments in  
20 violation of 2 U.S.C. § 434(b) or else received corporate in-kind contributions in violation of  
21 2 U.S.C. § 441b(a) for its use of three venues for committee events: the Belton Community

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<sup>80</sup> See *id.*, Ex. X at 1.

<sup>81</sup> See Turk Comm. Resp. at 6.

<sup>82</sup> See 2 U.S.C. § 441i(e)(1).

1 Center (Belton Parks and Recreation), the Clarion Hotel, and an American Legion post hall in  
2 Lee's Summit, Missouri.<sup>83</sup> The Complaint provides no information indicating which, if any, of  
3 the commercial facilities were owned by corporations and acknowledges that Turk is a veteran  
4 and may have been able to use the American Legion Hall without charge.<sup>84</sup> The Turk  
5 Committee contends that its expenditures for these venues were under the \$200 reporting  
6 threshold.<sup>85</sup> Hulsing Enterprises, the owner of one of the venues, the Clarion Hotel, denied the  
7 allegation and provided a document indicating that the rental fee was \$129.27.<sup>86</sup> The allegations  
8 are speculative and unsupported — there is no basis in the record to conclude that any of the  
9 venues cost more than \$200, and records support the contention that at least one of the venues  
10 cost less. We accordingly recommend that the Commission find that there is no reason to  
11 believe that the Turk Committee, the Belton Community Center (Belton Parks and Recreation),  
12 or the Clarion Hotel (Hulsing Enterprises) violated 2 U.S.C. § 441b(a) or that the Turk  
13 Committee violated 2 U.S.C. § 434(b) in connection with the Turk Committee's use of the  
14 Belton Community Center, the Clarion Hotel, or the American Legion post hall.

15 **S. Alleged Undisclosed Corporate Contribution of Shaved Flavored Ice**

16 Based on Exhibit Z, the Complaint alleges that "Tropic Sno provided shaved flavor ice  
17 after the 4th of July parade in Sugar Creek, MO," resulting in the Turk Committee's failure to  
18 report an expenditure or an in-kind contribution in violation of 2 U.S.C. § 434(b), or the receipt  
19 of a corporate contribution in violation of 2 U.S.C. § 441b(a).<sup>87</sup> The Complaint further alleges

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<sup>83</sup> See Compl. at 5-6.

<sup>84</sup> See *id*.

<sup>85</sup> See Turk Comm. Resp. at 6.

<sup>86</sup> See Hulsing Resp. at 1 (providing an agreement for the rental and a copy of a negotiated check).

<sup>87</sup> See Compl. at 6.

1 that "it is possible that Tropic Sno is a corporation and hence provided a prohibited  
2 contribution."<sup>88</sup> The Turk Committee responds that the allegation is speculative.<sup>89</sup>

3 Exhibit Z to the Complaint appears to be a notice about, or invitation to, a Turk  
4 Committee event. It is not clear on its face where this document came from or how it was  
5 distributed, although it bears a disclaimer stating that the Turk Committee paid for it. It states  
6 that there would be an opportunity to meet Turk at "Harrison Park, After parade" near "Mike  
7 Onka Hall." It also states "Free Shaved-Ice today . . . by Tropical Sno." The Complaint does not  
8 indicate the value of the Tropical Sno shaved ice, if any, that was actually provided to attendees  
9 at the event, whether the event was actually held, and, if so, how many people attended, or any  
10 other clarifying information relating to the alleged event. Nor does it provide any information  
11 about Tropic Sno, including whether it is a corporation. Indeed, it is unclear whether Tropic Sno  
12 contributed the shaved ice to the Turk Committee for the event. Accordingly, we recommend  
13 that the Commission dismiss the allegation that the Turk Committee violated 2 U.S.C. § 434(b)  
14 by failing to report a contribution or expenditure, or received a corporate contribution in  
15 violation of 2 U.S.C. § 441b(a), in connection with the alleged consumption of flavored ice at the  
16 Sugar Creek, Missouri 4th of July event because the allegation lacks adequate specificity and the  
17 amount of the potential violation, if any occurred, would likely have been *de minimis*.

18 **T. Alleged Failure to Disclose Expenditures for Campaign Staff Wages and**  
19 **Alleged Personal Use of Campaign Funds**

20 In what it characterized as a "possible violation," the Complaint alleges that "media  
21 reports indicated that 'Turk for Congress' was paying workers cash which, if correct, results in a

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<sup>88</sup> See *id.*

<sup>89</sup> See Turk Comm. Resp. at 6.

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1 violation for failing to disclose expenditures[.]”<sup>90</sup> Such a failure to report expenditures would  
2 constitute a violation of 2 U.S.C. § 434(b). The Complaint relies on Exhibit AA, a printed page  
3 from a blog called “Tony’s Kansas City.”<sup>91</sup> The blog stated that “one of the VERY BEST TKS  
4 TIPSTERS has noted that questions abound regarding Turk’s campaign.”<sup>92</sup> Quoting the  
5 unidentified “tipster,” the blog stated “There are also some very credible talk [*sic*] that the Turk  
6 campaign is paying people in cash.”<sup>93</sup> The tipster is quoted as stating that “How is [Turk]  
7 supporting himself and his wife? He doesn’t have a job. He closed his business and his wife  
8 doesn’t work.”<sup>94</sup> The Complaint also alleges that “further media reports questioned how Mr.  
9 Turk pays for his living expenses without having a job for a number of years directly [*sic*]  
10 implying that Mr. Turk is using campaign funds for personal living expenses,”<sup>95</sup> potentially a  
11 violation of 2 U.S.C. § 439a(b).<sup>96</sup> These allegations do not rest on any credible source — rather,  
12 they rely on what appears to be the speculation of unattributed third parties on a blog — and we  
13 recommend that the Commission dismiss them.

14 **U. Alleged Cash Contribution**

15 The Complaint alleges a “Possible Violation” because a commenter posted on the  
16 “comment wall” of a website called “Political Graffiti” that “BTW, I donated cash . . . for

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<sup>90</sup> See Compl. at 6.

<sup>91</sup> See *id.*, Ex. AA.

<sup>92</sup> See *id.*

<sup>93</sup> See *id.*

<sup>94</sup> See *id.*

<sup>95</sup> See Compl. at 6.

<sup>96</sup> Although the Turk Committee responded to the alleged payment of its staff in cash, characterizing the claim as “politically induced innuendo,” “speculative,” and “[b]ased on hearsay,” it does not appear to have responded to the allegation that Turk used campaign funds to pay his personal expenses. See Turk Comm. Resp. at 7.



1 [Turk].”<sup>97</sup> Based on this the Complaint asserts that “the FEC should contact this contributor and  
2 confirm that” the contribution was under \$200 and “within the allowable limits for accepting  
3 cash.”<sup>98</sup> Pursuant to Section 441g of the Act, cash contributions cannot exceed \$100.<sup>99</sup> The  
4 Turk Committee responds that this was not a valid allegation because it was based on an  
5 anonymous comment and that it was speculative.<sup>100</sup> The comment, however, had a name  
6 associated with it, appears to have been posted on December 15, 2010, and the Turk Committee  
7 disclosed a \$250 contribution dated October 12, 2010, for the 2010 general election, from  
8 someone with the same name as the commenter. The Turk Committee did not disclose any other  
9 contributions from the 2010 cycle for this contributor and that contributor’s 2010 cycle-to-date  
10 contribution total was also \$250. It is unclear whether the commenter used the term “cash” as a  
11 colloquial reference to money or currency, in particular. Further, it is unclear if the cash  
12 contribution to which the commenter was referring was the disclosed \$250 contribution in his  
13 name, a part of it, or another contribution — perhaps one that was less than \$101, and therefore  
14 within the limits of the Act for cash contributions and below the \$200 itemization threshold. In  
15 any event, we recommend that the Commission dismiss the allegation that the Turk Committee  
16 violated 2 U.S.C. §441g because it is speculative and any such violation was likely *de minimis*.

### 17 III. RECOMMENDATIONS

- 18 1. Dismiss the allegation that Jacob Turk violated 11 C.F.R. § 101.1(a) by failing to timely  
19 file a statement of candidacy, but issue a letter of caution.
- 20 2. Find that there is no reason to believe the allegation that Jacob Turk for Congress and  
21 Tim Luke in his official capacity as Treasurer violated 2 U.S.C. § 434(b) by failing to

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<sup>97</sup> See Compl., Ex. BB.

<sup>98</sup> See Compl. at 6.

<sup>99</sup> See 2 U.S.C. § 441g.

<sup>100</sup> See Turk Comm. Resp. at 7.

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- 1 disclose expenditures for billboards, or that CBS Outdoor made, and Jacob Turk for  
2 Congress and Tim Luke in his official capacity as Treasurer received, prohibited  
3 corporate contributions in the form of free or discounted billboards from CBS Outdoor in  
4 violation of 2 U.S.C. § 441b(a).  
5
- 6 3. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
7 official capacity as Treasurer violated 2 U.S.C. § 434(b) by failing to disclose in-kind  
8 contributions connected with billboards, or that Jacob Turk for Congress and Tim Luke in  
9 his official capacity as Treasurer received prohibited corporate contributions in violation  
10 of 2 U.S.C. § 441b(a), or that Jacob Turk for Congress and Tim Luke in his official  
11 capacity as Treasurer accepted excessive contributions in violation of 2 U.S.C. § 441a(f)  
12 based on the assertion in the Complaint that an unnamed individual was solicited by  
13 unidentified persons to contribute to pay for billboards supporting Jacob Turk.  
14
- 15 4. Dismiss the allegation that CBS Outdoor made, and Jacob Turk for Congress and Tim  
16 Luke in his official capacity as Treasurer received, prohibited corporate contributions in  
17 violation of 2 U.S.C. § 441b(a) due to CBS Outdoor leaving Jacob Turk for Congress's  
18 billboards in place beyond the contract period.
- 19 5. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity  
20 as Treasurer violated 2 U.S.C. § 441d by failing to include disclaimers on its billboards.  
21
- 22 6. Find that there is no reason to believe that Jacob Turk for Congress's logo violated the  
23 Act.
- 24 7. Find that there is no reason to believe that Jacob Turk or Donna Turk violated 2 U.S.C.  
25 § 439a(b) by personally using campaign funds through mileage reimbursements.
- 26 8. Find that there is no reason to believe that Jacob Turk or Jacob Turk for Congress and  
27 Tim Luke in his official capacity as Treasurer violated 2 U.S.C. § 439a(b) with respect to  
28 Turk's alleged solicitation of airline tickets.
- 29 9. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity  
30 as Treasurer violated 2 U.S.C. § 434(b) by failing to disclose employee compensation  
31 payments in 2011.
- 32 10. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
33 official capacity as Treasurer violated 2 U.S.C. § 434(b) by failing to disclose an in kind  
34 contribution from, or payments for, legal services provided by an attorney to Donna Turk.
- 35 11. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
36 official capacity as Treasurer failed to report an expenditure or receipt in connection with  
37 an alleged event at the Faulkner Ranch or a donated Easter Egg in violation of 2 U.S.C.  
38 § 434(b), or received a prohibited corporate contribution from the Faulkner Ranch for the  
39 alleged event in violation of 2 U.S.C. § 441b.

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- 1 12. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
2 official capacity as Treasurer violated 2 U.S.C. § 441d with respect to the business card  
3 in Complaint Exhibit H and the bumper sticker in Complaint Exhibit J.
- 4 13. Dismiss the allegations that Jacob Turk for Congress and Tim Luke in his official  
5 capacity as Treasurer violated 11 C.F.R. § 110.11(c)(2)(ii) because the documents in  
6 Complaint Exhibits I, K, L, and N lacked boxes around disclaimers.
- 7 14. Dismiss the allegations that Jacob Turk for Congress and Tim Luke in his official  
8 capacity as Treasurer violated 2 U.S.C. § 441d for failing to include disclaimers in the  
9 documents in Complaint Exhibits M and O.
- 10 15. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
11 official capacity as Treasurer violated 2 U.S.C. § 434(b) by misreporting expenditures for  
12 television.
- 13 16. Find that there is no reason to believe that Jan Sindt or Garmin made, or that Jacob Turk  
14 for Congress and Tim Luke in his official capacity as Treasurer received, a corporate in-  
15 kind contribution of a GPS unit in violation of 2 U.S.C. § 441b(a).
- 16 17. Find no reason to believe that Dennison Development made, or Jacob Turk for Congress  
17 and Tim Luke in his official capacity as Treasurer received, an in-kind corporate  
18 contribution in violation of 2 U.S.C. § 441b(a) for the use of a time share.
- 19 18. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity  
20 as Treasurer, or Lone Summit Ranch Catering, violated 2 U.S.C. § 441b(a), or that the  
21 Turk Committee misreported the value of an in-kind contribution in violation of 2 U.S.C.  
22 § 434(b), with regard to catering services.
- 23 19. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
24 official capacity as Treasurer violated 2 U.S.C. § 434(b) by failing to disclose its utility  
25 payments.
- 26 20. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity  
27 as Treasurer failed to disclose a contribution for an ad in the Leke Lotawana Express in  
28 violation of 2 U.S.C. § 434(b).
- 29 21. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
30 official capacity as Treasurer received an impermissible or undisclosed contribution from  
31 Missouri Right to Life through that organization's publication of the Missouri Right to  
32 Life ad in Complaint Exhibit U.
- 33 22. Find no reason to believe that Jacob Turk violated 2 U.S.C. § 441(e) for his alleged  
34 support and endorsements of the state and local candidates identified in the Complaint.
- 35 23. Find that there is no reason to believe that Jacob Turk for Congress and Tim Luke in his  
36 official capacity as Treasurer, the Belton Community Center (Belton Parks and

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Recreation), or the Clarion Hotel (Hulsing Enterprises) violated 2 U.S.C. § 441b(a) or that Jacob Turk for Congress and Tim Luke in his official capacity as Treasurer violated 2 U.S.C. § 434(b) in connection with Jacob Turk for Congress's use of the Belton Community Center, the Clarion Hotel, or an American Legion post hall.

24. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity as Treasurer violated 2 U.S.C. § 434(b) by failing to report a contribution or expenditure, or that Tropical Sno (Pioneer Family Brands, Inc.) made, and Jacob Turk for Congress and Tim Luke in his official capacity as Treasurer received, a corporate contribution in violation of 2 U.S.C. § 441b(a), in connection with the alleged consumption of flavored ice at a Sugar Creek, Missouri 4<sup>th</sup> of July event.

25. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity as Treasurer failed to disclose expenditures for staff compensation in violation of 2 U.S.C. § 434(b).

26. Dismiss the allegation that Jacob Turk violated 2 U.S.C. § 439a(b) by allegedly using campaign funds for personal use based on the assertions in a blog post in Complaint Exhibit AA.

27. Dismiss the allegation that Jacob Turk for Congress and Tim Luke in his official capacity as Treasurer violated 2 U.S.C. § 441g by allegedly accepting cash in excess of the Act's limit based on the assertions in a blog post in Complaint Exhibit BB.

28. Approve the attached Factual and Legal Analysis.

29. Approve the appropriate letters.

30. Close the file.

3/13/2013  
Date

Anthony Herman  
General Counsel

Daniel Petalas  
Daniel A. Petalas  
Associate General Counsel

Mark D. Shonkwiler  
Mark D. Shonkwiler  
Assistant General Counsel

Michael A. Columbo  
Michael A. Columbo  
Attorney

Attachments:

1. Lone Summit Ranch Brochure
2. Lone Summit Ranch Catering Registration of Fictitious Name (Jan. 27, 1996)
3. VIP Property Management Co., Inc., 2012 Annual Registration Report (Dec. 26, 2012)
- 4.



# Lone Summit Ranch Events

Thank you for your interest in holding your event with us here at Lone Summit! We are situated along 650 acres of beautiful rolling countryside, yet conveniently located in the Kansas City metro area. The property is just east of Lee's Summit, Missouri and 7-Highway, directly off 50-Highway. We take great pride in the upkeep and modern restoration we have lovingly undertaken on this southeastern Jackson County landmark. Our friendly and professional staff will provide you and your guests with the ultimate experience. If you are looking for a unique setting for your special event, then look no further than Lone Summit! We have exceptional private locations offering panoramic views, lake front views and a colorful flowering landscape. Our talented culinary team offers creative selections and we look forward to exceeding all your guests' expectations.

Included in this packet you will find event and rental information, catering menus and vendor information. I encourage you to visit our website at [www.LoneSummitRanch.net](http://www.LoneSummitRanch.net) for great photos and additional information.

It would be my pleasure to provide you with a tour of our beautiful property, put together a price quote, or answer any additional questions that you may have. Whether you are planning a corporate outing, private party, family reunion, charitable event, wedding or holiday party, we have the perfect setting and menu for you. I look forward to assisting you in planning your event here at Lone Summit!

Wishing you all the best!

*Amber R. Riley*

Amber R. Riley  
 Director of Catering & Events  
 Lone Summit Ranch  
 Ph: 816.697.2727, Fx: 816.697.3560  
 28701 E. Old U.S. Hwy 50  
 Lee's Summit, Missouri 64086  
[LoneSummitRanch@Gmail.com](mailto:LoneSummitRanch@Gmail.com)



# Event Information

## Lone Summit Pavilion Only

**Pavillon Site Rental Fee for Sunday through Friday: \$750**

**Pavillon Site Rental Fee for Saturday: \$1500**

**For Indoor Banquet Events Only**

**Accommodates up to 400 guests**

**10,000 Sq Ft Indoor Pavillon**

**Complete Set up and Clean up of Guest Tables & Pavilion**

**White Buffet Table Linens & Skirting with Décor**

**Banquet Tables & Chairs for up to 400 guests**

**Catering Needs – Plates, Napkins, Cups, etc.**

**Natural Stone Fireplace with Waterfall**

**Five (5) Hour Event Timeframe**

**Elegant Country Setting**

**Lighted Parking Lot**

**Buffet Style Meal**

## Lone Summit Ranch Grounds

**Ranch Grounds Rental Fee for Sunday through Friday: \$750**

**Ranch Grounds Rental Fee for Saturday: \$1500**

**Plus Pavillon Rental Fee for Full Ranch Events**

**Accommodates up to 5000 guests**

**Acres of Activities & Events**

**Regulation Horseshoe Pits (horseshoes provided)**

**Sand Volleyball Court (volleyball provided)**

**Softball Field (bases, bats & balls provided)**

**Tennis Court (racquets & balls provided)**

**Basketball Goal (basketballs provided)**

**Swimming Pool (lifeguard provided)**

**Restrooms & Changing Rooms**

**Children's Playground**



**18-Hole Miniature Golf Course (available for an additional fee of \$250)**

## Food & Beverage Minimums

**To reserve a date, your contract will be for a food & beverage minimum that you will spend on your event.**

**Deposit amount to confirm your date is \$1000, 50% due 90 days prior & final balance due 10 days prior.**

**Final guest count is due ten days prior, at which time your count may increase but not decrease.**

### **Food & Beverage Minimums**

**June 1 – October 31**

**November 1 – May 31**

### **Sunday - Friday**

**\$2400**

**\$2400**

### **Saturday**

**\$4800**

**\$3600**

# Picnic Menus

## Meat Entrée

*Choice of one plus hot dog*

Smoked Brisket Sandwich (LSR Signature item)

Smoked Turkey Sandwich (LSR Signature item)

Hot Dogs (included for all guests)

Quarter Pound Hamburger

Quarter Smoked Chicken

Pork Sandwich

*You may do a combination of two entrée meats (e.g. 2/3 Brisket, 1/3 Turkey).*

**All Picnic Menus include fresh bakery buns for sandwiches & all appropriate condiments**

**Vegetarian Meals available upon request for an additional charge**

## Cold Side Dishes

*Choice of two*

Cole Slaw

Potato Salad

Five-Bean Salad

Marinated Cucumbers

Assorted Flavors Potato Chips

Fresh Fruit (seasonal May-September)

*Additional selections may be added for \$1 per person*

## Hot Side Dishes

*Choice of one*

Green Bean Casserole

Barbeque Baked Beans (LSR Signature item)

*Additional selections may be added for \$1 per person*

## Desserts

*Choice of one*

Watermelon

Brownies (2 per person)

Assorted Cookies (2 per person)

Assorted Ice Cream Bars (1 per person)

Fresh Popped Popcorn (included for all guests)

*Additional selections may be added for \$1 per person*



## Beverages

*All Included Complimentary*

Iced Tea, Lemonade & Water (upon request)

**Adults: \$24.50**

**Children 2-12: \$12.25**



# Banquet Menus

## Sterling Package

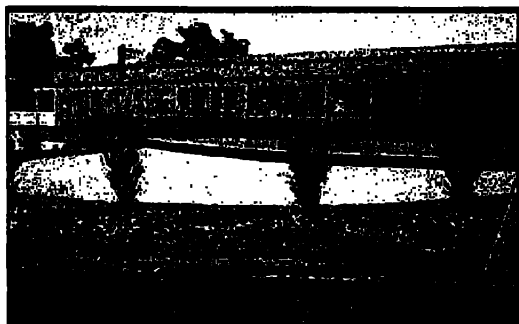
Classic Caesar Salad with Homemade Croutons  
Traditional Spaghetti with Meatballs in a Tomato Sauce  
Fettuccini Alfredo with Chicken Breast  
Green Bean Almondine  
Fresh Garlic Bread  
Assortment of Dessert  
Adults: \$21.50  
Children 2-12: \$10.75

## Silver Package

Mixed Greens Salad with Homemade Croutons  
Boneless Breast of Turkey  
Brisket of Beef  
Green bean casserole  
Oven roasted potatoes  
Fresh Dinner Rolls  
Assortment of Dessert  
Adults: \$28.50  
Children 2-12: \$14.25

## Gold Package

House Salad with Diced Apples  
Prime Rib Carving Table  
Boneless Breast of Turkey or Tenderloin of Pork  
Broccoli & cauliflower medley  
Idaho baked potato with trimmings  
Fresh Dinner Rolls  
Assortment of Dessert  
Adults: \$34.50  
Children 2-12: \$17.25



## Desserts

Chocolate Fountain & Dippings - \$495 for up to 200 people  
Chocolate Covered Strawberries - \$1.50 pp  
Chocolate Raspberry Cake - \$2.00 pp  
New York Cheesecake - \$2.00 pp  
Assorted Pies - \$2.00 pp

*\*Customizable by selecting an item within that category as a replacement from any lesser priced package*

# **Bar Packages**

Lone Summit carries its own liquor license and offers the options of Hosted Bar, Cash Bar, Combination or Consumption Bar with a prepaid amount.

## **Hosted Full Bar**

Cocktails, Liquor, Red & White Wine, Beer, Soft Drinks  
Iced Tea, Regular & Decaffeinated Coffee  
Hosted bar includes a complimentary bartender  
\$16.00 per person for Reception/Event

## **Hosted Beer & Wine Bar**

Red & White Wine, Beer, Soft Drinks  
Iced Tea, Regular & Decaffeinated Coffee  
Hosted bar includes a complimentary bartender  
\$11.00 per person for Reception/Event

## **Consumption Bar**

A pre-paid dollar amount is determined for Consumption Bar, after that amount is reached you can select to add more to it or switch to Cash Bar  
Bartender is included with \$500 minimum pre-paid

## **Non-Alcoholic Beverages**

For guests under the age of 21 Soft Drinks & Juices  
Iced Tea, Regular & Decaffeinated Coffee  
\$2.00 per person for Reception/Event

## **Cash Bar**

Cocktails & Liquor - \$5.50 each  
Red & White Wine - \$5.00 each  
Domestic Beer - \$2.75 each  
Soft Drinks - \$1.25 each  
Iced Tea - \$1.25 each  
Frozen Cocktails - \$6.00 (Pina Colada, Margarita & Strawberry Daiquiri)  
(Frozen drinks available at the bar for an additional charge)

## **Champagne**

Champagne Toast for all Guests - \$3.00 per person  
Champagne by the Bottle - \$25.00 per bottle



Drink tickets can also be arranged if you would like to supply a specific quantity for your event.  
Security officer is required for all events serving alcohol - \$125.00 fee  
Hosted Bar subject to 18% service charge and applicable taxes  
Cash bar prices include service charge & tax  
Cash bar requires a \$150 bartender fee

# Rentals & Activities

## History of Lone Summit Ranch

Lone Summit Ranch has been a historic landmark of the Kansas City area since the early 1930's. It was originally built for the Dobson Insurance family by the JC Nichols Company as a working ranch. Lone Summit has been the scene of many memorable events throughout the years. Building on that tradition, we have been serving the community for over 25 years as the perfect place for weddings, corporate outings, associate family picnics and so much more. Lone Summit Ranch creates the ideal mixture of classic countryside, a traditional family-owned & operated property with the modern chic style of the latest trends and picturesque settings.

## Linen & Décor Rentals

- Ice Sculptures for Buffet - Approximately \$250.00 ea
- Guest Table linens in Black/White/Ivory - \$9.00 ea
- Linen napkins in variety of colors - \$0.50 ea
- Guest table centerpieces - \$0.50 - \$2.00 ea
- Chocolate Fountain & Fixings - \$495.00

## Entertainment & Activities

- Clowns & Face Painters - \$85.00 per hour each (2 hour minimum)
- Laser Tag (includes attendant, 10 guns & 10 vests) - \$1000.00
- Caricature Artists - \$95.00 per hour each (2 hour minimum)
- Carnival Booth Attendant - \$25.00 per hour per booth
- 18-Hole Miniature Golf Course (on site) - \$250.00
- Disc Jockey - \$500.00 and up (3 hour minimum)
- Hayrides - \$75.00 per hour (2 hour minimum)
- Carnival Booth Prizes - \$35.00 each booth
- Pony Rides (hand led) - \$375.00 and up
- Bingo - \$45.00 (client provide caller)
- Live Music Bands - \$495.00 and up
- Carnival Game Booths - \$30.00 ea
- Bingo Caller - \$25.00 per hour
- Train with Operator - \$400.00
- Obstacle Course - \$625.00
- Radar Pitch - \$250.00
- Hi-Striker - \$175.00





# State of Missouri

No. X 298920

Rebecca McDowell Cook, Secretary of State  
Corporation Division

## Registration of Fictitious Name

(Submit in duplicate with a filing fee of \$7)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name. (RSMo 417)

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered: LONE SUMMIT RANCH CATERING  
Missouri Business Address: 28208 E Lone Jack / Lees Summit Rd  
(P.O. Boxes not accepted)  
City, State and Zip Code: Lees Summit, Mo 64056

The parties having an interest in the business, and the percentage they own are (if a corporation is owner, indicate corporation name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%
<u>Vip Property Management Co. INC.</u>	<u>4315 AUCN</u>	<u>Independence</u>	<u>MO 64055</u>	<u>100%</u>
<u>378929AB</u>				

(Must be typed or printed)

Return to: Secretary of State  
Corporation Division  
P.O. Box 778  
Jefferson City, Mo. 65102

(Over)

**FILED**

FEB 01 1996

Rebecca McDowell Cook  
SECRETARY OF STATE

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

298920

Individual  
Owners  
Sign Here

X

X

X

X

X

X

The undersigned corporation has caused this application to be executed in its name by its President or Vice-President and its Secretary or Assistant Secretary, this 27 day of January, 19 96.

If  
Corporation  
is  
Owner,  
Corporate  
Officers  
Execute  
Here

*please go*

President  
(Exact Corporate Title)  
By [Signature]  
Its President or Vice-President  
By [Signature]  
Its Secretary or Assistant Secretary

(Corporate Seal)  
If no seal, state "none".

State of Missouri

County of

Jackson

ss

I, Barbara J. Barlow, A Notary Public, do hereby certify that on the 27th day of January, 19 96, personally appeared before me John M. Gibson + Judy K. Gibson and being first duly sworn by me, acknowledged that they <sup>their</sup> be signed as his own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)  
BARBARA J. BARLOW  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County

My Commission Expires: April 1, 1997

[Signature]  
Notary Public

My commission expires

4-1-97

Robin Carnahan Secretary of State  
2012 ANNUAL REGISTRATION REPORT  
BUSINESS

File Number: 201236180785

00378929

Date Filed: 12/26/2012

Robin Carnahan

Secretary of State

REPORT DUE BY: 02/28/2013

00378929

VIP PROPERTY MANAGEMENT CO., INC.

JOHN M. GIBSON

28708 E. Lone Jack - Lees Summit Rd

Lees Summit, MO 64086

RENEWAL MONTH:

November

I OPT TO CHANGE THE CORPORATION'S  
☐ RENEWAL MONTH TO \_\_\_\_\_ FOR A \$25.00 FEE.

PRINCIPAL PLACE OF BUSINESS OR  
CORPORATE HEADQUARTERS:

28708 E. Lone Jack Lees Summit (Required)

STREET

Lees Summit, MO

64086

CITY/STATE

ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

☐

The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW  
REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

☐

The new registered office address

Must be a Missouri address, PO Box address is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT  
ACCEPTABLE). (MUST LIST PRESIDENT AND SECRETARY BELOW)

PRES John M Gibson (Required)

STREET/RT 8747 Coastline Ct. #201

CITY/STATE/ZIP Naples, FL 34120

V-PRES Amber R Riley

STREET/RT 28800 E Lone Jack LS Rd

CITY/STATE/ZIP Lees Summit, MO 64086

SECY Judy K Gibson (Required)

STREET/RT 8747 Coastline Ct. #201

CITY/STATE/ZIP Naples, FL 34120

TREAS

STREET/RT

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT  
ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME John M Gibson (Required)

STREET/RT 8747 Coastline Ct. #201

CITY/STATE/ZIP Naples, FL 34120

NAME Judy K Gibson

STREET/RT 8747 Coastline Ct. #201

CITY/STATE/ZIP Naples, FL 34120

NAME

STREET/RT

CITY/STATE/ZIP

NAME

STREET/RT

CITY/STATE/ZIP

The undersigned understands that false statements made in this report are punishable for the crime of making a false  
declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

Judy K Gibson

(Required)

Please print name and title of signer:

Judy K Gibson

Secretary

NAME

TITLE

REGISTRATION REPORT FEE IS:

\_\_\_\_ \$20.00 If filed on or before 2/28

\_\_\_\_ \$35.00 If filed on or before 3/31

\_\_\_\_ \$50.00 If filed on or before 4/30

\_\_\_\_ \$65.00 If filed on or before 5/31

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING  
THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE,  
BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL  
INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL)

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO DIRECTOR OF REVENUE

RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 1366, Jefferson City, MO 65102

Attachment 2

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